

16 November 2023

John Ramsay
Executive Commissioner
Tasmanian Planning Commission
GPO Box 1691
HOBART TAS 7000

By email: tpc@planning.tas.gov.au
karen.fyfe@planning.tas.gov.au

Dear Mr Ramsay

CAMBRIDGE AIRPORT (PDPSAMEND-2021-022808)

I refer to my letter of 15 November and **attach** the report by Frazer Read.

Yours faithfully



Anthony Spence SC

Principal

Direct Line: (03) 6235 5117

E-mail: aspence@pageseager.com.au

C.c. Andrew Walker

By email: andrew.walker@tasbar.com.au

Danielle Gray

By email: danielle@grayplanning.com.au

Evan Boardman

By email: evan@e3planning.com.au

16 November 2023

John Ramsay
Chair of delegate panel
Tasmanian Planning Commission
Level 3, 144 Macquarie Street
HOBART TAS 7000

Dear Mr Ramsay,

Tasmanian Planning Scheme – Clarence

Draft Amendment PDPSAMEND-2021-022808

Apply airport obstacle limitation area overlay to lands around Cambridge airport

I have been engaged by affected landowners Airport Industrial Pty Ltd and RA Brooks Property Investments Pty Ltd to review the impacts of the proposed overlay on the adjacent light industrial subdivision land of Cherokee Drive to the west of the aerodrome (Airport Industrial subdivision).

Background

I note that Jacqui Blowfield (21 November 2022) has usefully set out the history of this matter including the permit for Airport Industrial's 79 lot subdivision and the relevant planning scheme considerations that have applied to the Cambridge Aerodrome and surrounding land since 2009.

I adopt that history.

Affected land of interest

The following lots owned by Airport Industrial Pty Ltd and RA Brooks Property Investments adjoin the aerodrome and are affected by the amendment:

- Lots 61, 62, 64, 65, 66, 67, 70, 72 (CT 185543/) immediately adjacent to the west are owned by Airport Industrial Pty Ltd. These lots are known as 29, 31, 33, 35, 37, 39, 45 & 49 Cherokee Drive.
- Lot 1 (CT 182993/1) at 8 Cherokee Drive at the western end of the taxi way, owned by RA Brooks Property Investments Pty Ltd

These lots are shown on the accompanying plans prepared by Rogerson & Birch in Attachment 1.

Existing planning scheme controls

Building height on the land is currently controlled through the development standard 18.4.1 of the Light Industrial Zone. This standard applies a 10m acceptable solution height above existing ground level with discretion to vary subject to P1. I note that P1 does not directly deal with matters relevant to impacts on the operation of the aerodrome. It does however require that building height exceeding the acceptable solution is necessary for the operation of the use and does not cause an unreasonable impact on adjoining properties. In my opinion the impact on the safe aerodrome could be relevant to the assessment of this standard.

There is a 47m obstacle limitation area from the Hobart International Airport that applies across the Airport Industrial subdivision land. I note that control is too high to usefully protect the operation of the Cambridge Aerodrome.

Existing title covenant controls

The above Airport Industrial subdivision land is subject to title covenants that prevent:

- development of the land for any use that is inconsistent with airport activity and which results in the attraction of birds or vermin
- external building surfaces being finished with external materials other than non glare external colours and finishes
- any external lighting unless it is shielded to prevent upward illuminations.

Lots 62,64,65,66,67,68,69 and 100 are also subject to an 8m height restriction for any building within approximately 10m of the eastern boundary adjacent to the aerodrome.

I note that the part 5 agreement on the title relates to associate stormwater treatment lagoons and does not raise any issues that are particularly relevant to the draft amendment.

These titles (lot 67 and Lot 1) and the part 5 agreement are provided as Attachment 2 for information.

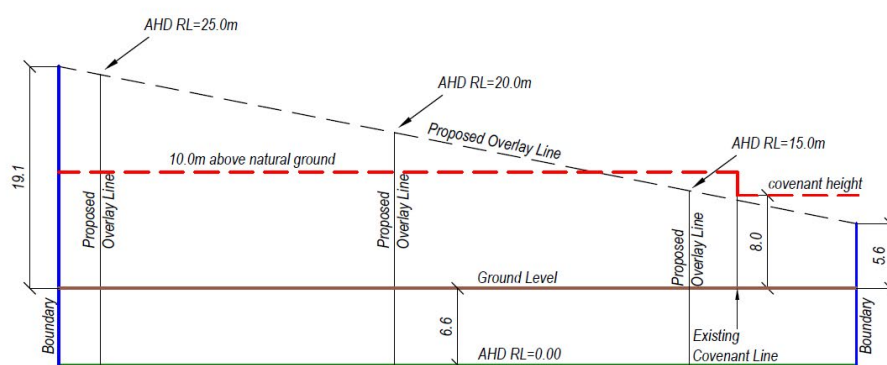
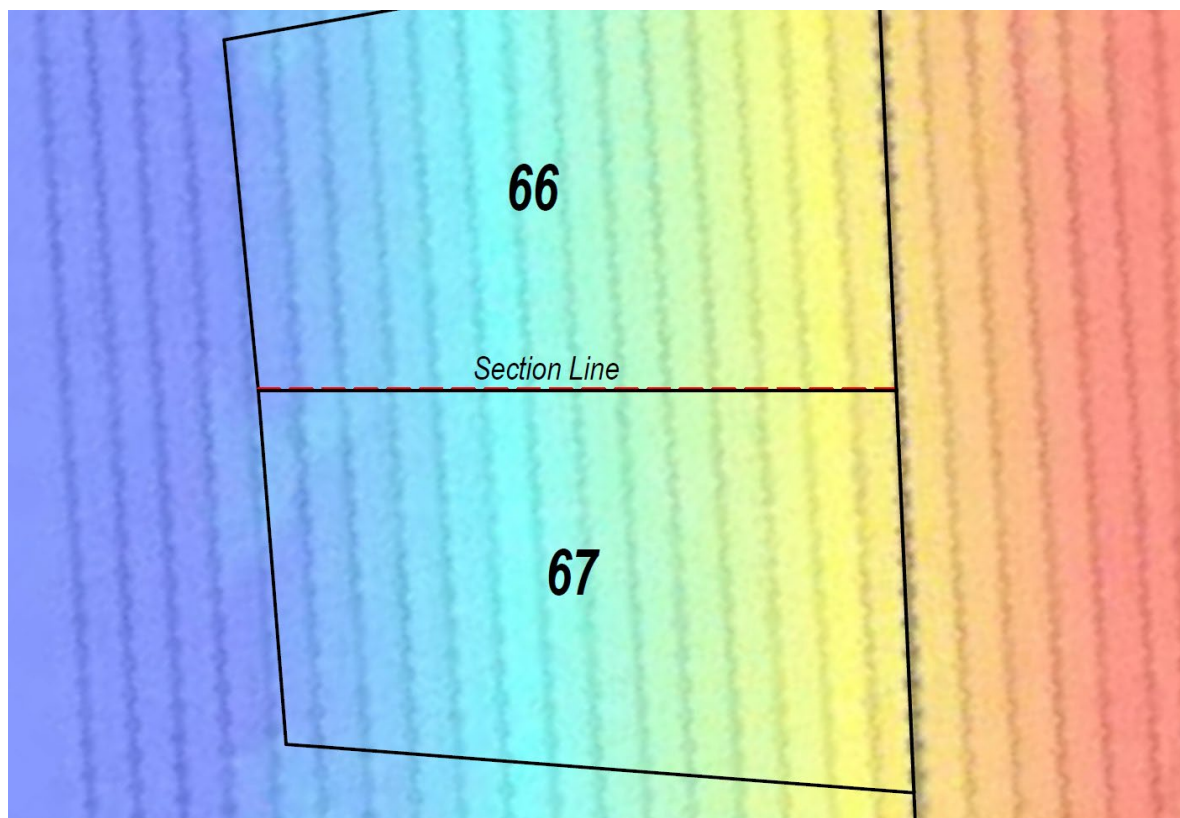
The effect of the amendment

The impact of the proposed overlay heights on the Airport Industrial Subdivision are setout on the Attachment 3 plans prepared by Rogerson and Birch Surveyors.

A section is included through the boundary of Lots 66 and 67 including the 8m covenanted height restriction within the 10m setback to the rear of the lots adjacent to the aerodrome.

A section is also included for Lot 1, 8 Cherokee Drive.

These sections are included as Figures 1 and 2 below and show only minor intrusions to Lots 66 and 67 but a significant intrusion on the development potential of Lot 1.



**Figure 1 – Section along the common boundary of Lots 66 and 67, Nos. 37 and 39 Cherokee Drive
(Source: Rogerson & Birch Surveyors)**

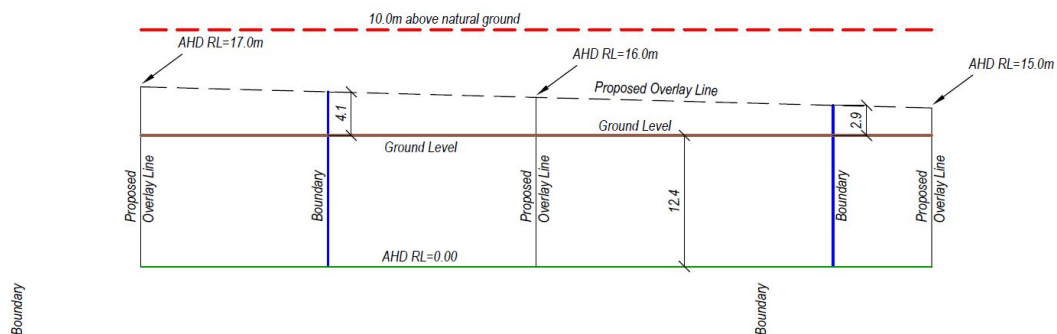
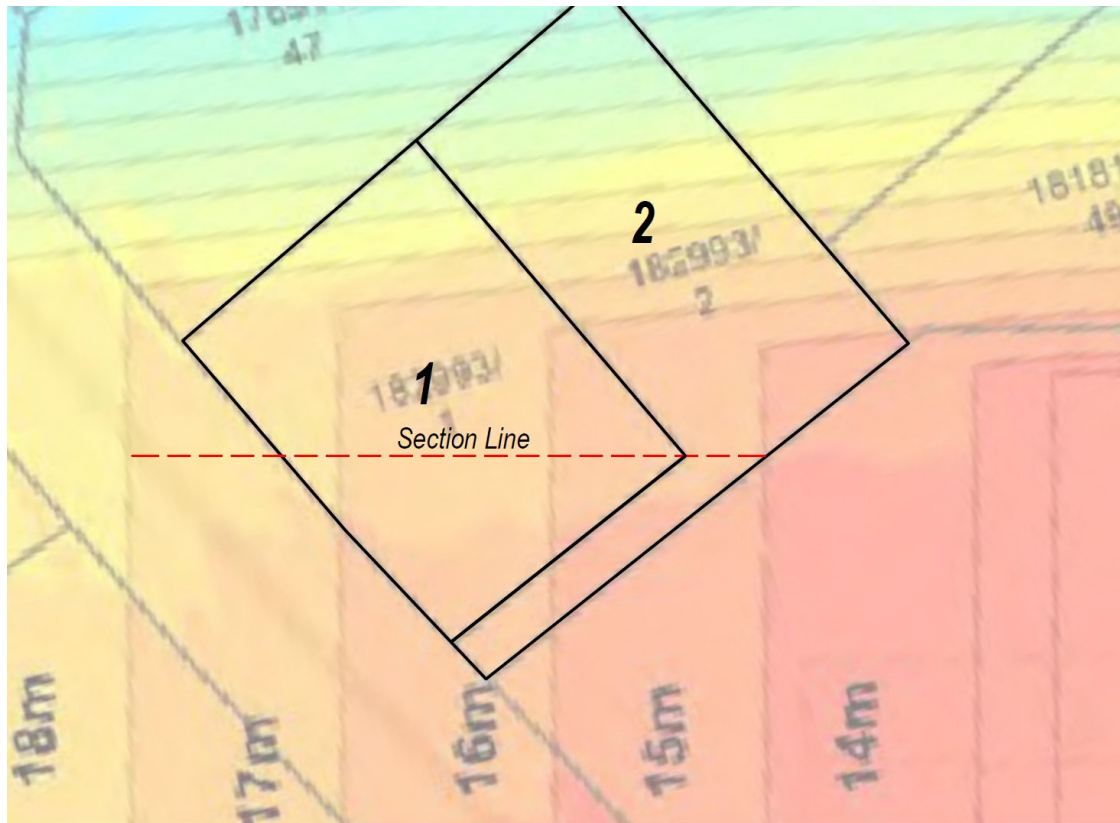


Figure 2 – Section through Lot 1, 8 Cherokee Drive (Source: Rogerson & Birch Surveyors)

Figure 2 shows that the draft amendment would apply a residual height of between 2.9m and 4.1m above existing ground level through the area of the section line on Lot 1. I also note that the overlay line, extended to the boundary with the Cherokee Drive road reservation would be approximately 4.1m above existing ground level.

Development below the specified AHD height in the obstacle limitation area would be exempt under Clause C16.4.1(a) of the Safeguarding of Airports Code.

Development that exceeds the specified AHD height in the obstacle limitation area would require discretionary consideration under the following performance criteria P2 of Clause C16.6.1 for a non-Commonwealth-leased airport:

Buildings and works within an airport obstacle limitation area associated with a non-Commonwealth-leased airport that exceed the specified height limit shown on the airport obstacle limitation area overlay applicable for the site of the development must not create an obstruction or hazard for the operation of aircraft, having regard to any advice from:

- (a) Airservices Australia;*
- (b) the Civil Aviation Safety Authority; and*
- (c) the airport operator.*

Discussion

Having regard to the sections prepared by Rogerson & Birch in Attachment 3, in my assessment the draft amendment would not have a significant impact on Lots 61, 62, 64, 65, 66, 67, 70, 72 (CT 185543/) immediately adjacent to the west of the aerodrome that are owned by Airport Industrial Pty Ltd.

The draft amendment however will have a significant impact on Lot 1, 8 Cherokee Drive located at the western end of the aerodrome's taxi way. The effect would be an acceptable solution limit that would restrict development to as low as 2.9m above existing ground level.

Given that the land is generally flat, from Rogerson & Birch's section (Figure 2 above) I interpret that the acceptable solution height for most of Lot 1, 8 Cherokee Drive would be subject to the 16m AHD limitation area and therefore be restricted to be below approximately 4.1m above existing ground. This aligns with the predicted 3-4 and 2-3m residual height areas on the Insight GIS plan (Figure 3 below). I also note that Lots 15 and 16 Nos. 7 and 9 Cherokee Drive on the opposite side of the road are significantly impacted by the 16-20m AHD obstacle areas (effective heights of 3-6m).

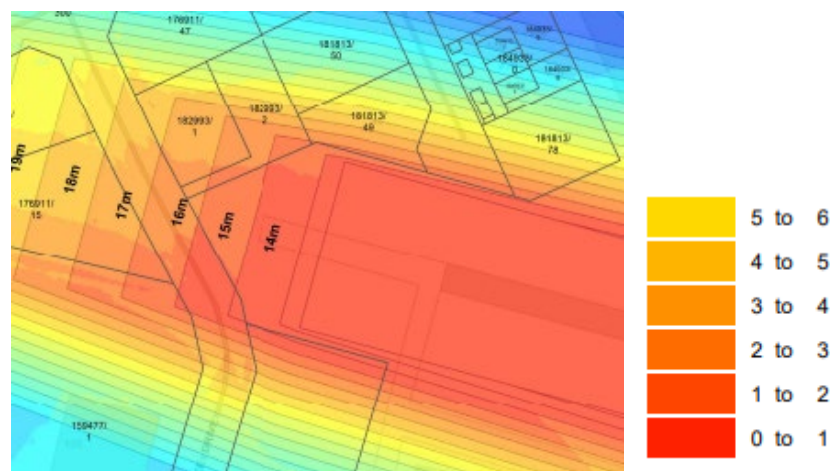


Figure 3 – Insight GIS Plan

Although there is a discretionary pathway under C16.6.1, P2 that would allow consideration of a higher building, in my opinion the evidence required to support the exercise of that discretion would be onerous and the outcome uncertain.

Further, I note that draft obstacle areas result in a residual height as low as 2-3m across Cherokee Drive (Figure 3) and on this basis alone are unworkable. This is particularly so given the numerous and potentially high truck and semi-trailer loads that will transit this road each day.

These matters should have and I expect would have been assessed by Council and the airport operator at the time of consideration of the Airport Industrial Subdivision permit. The covenant restrictions discussed above indicate that the safe operation of the aerodrome was indeed a key consideration at that time.

I consider that it is unreasonable to now apply planning controls that significantly reduce the development potential of land within the approved subdivision.

In my opinion the obstacle limitation heights to be applied to the western end of the taxiway in the vicinity of 7,8 and 9 Cherokee Drive are unworkable. I consider that it would be preferable to revise the obstacle limitation heights in this area to provide for a reasonable single storey light industrial building of at least 8m transitioning up on the western side of Cherokee Drive. This would acknowledge the presence of truck traffic on Cherokee Road and be similar to the 8m restrictive covenant applied to the lots adjacent to the west of the aerodrome discussed above.

Yours sincerely,



Frazer Read
Principal
All Urban Planning Pty Ltd

Attachment 1
Airport Industrial Subdivision with proposed height contour overlay

SHEET 1 OF 3 SHEETS

LENGTH IN METRES

Registered Number

SIGNED FOR IDENTIFICATION PURPOSES

THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED
INDEX PLAN.

APPROVED
EFFECTIVE FROM

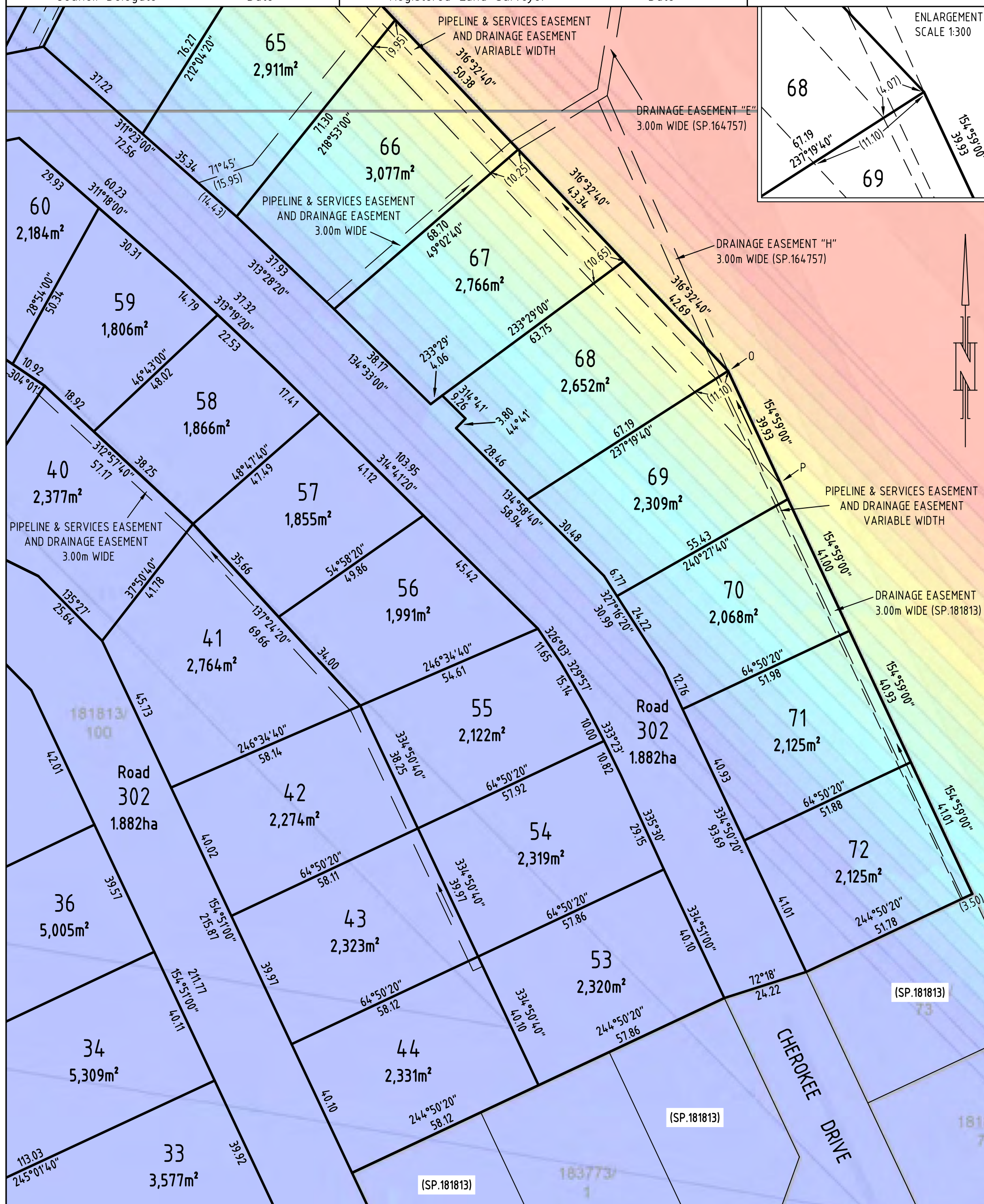
.....
Council Delegate

.....
Date

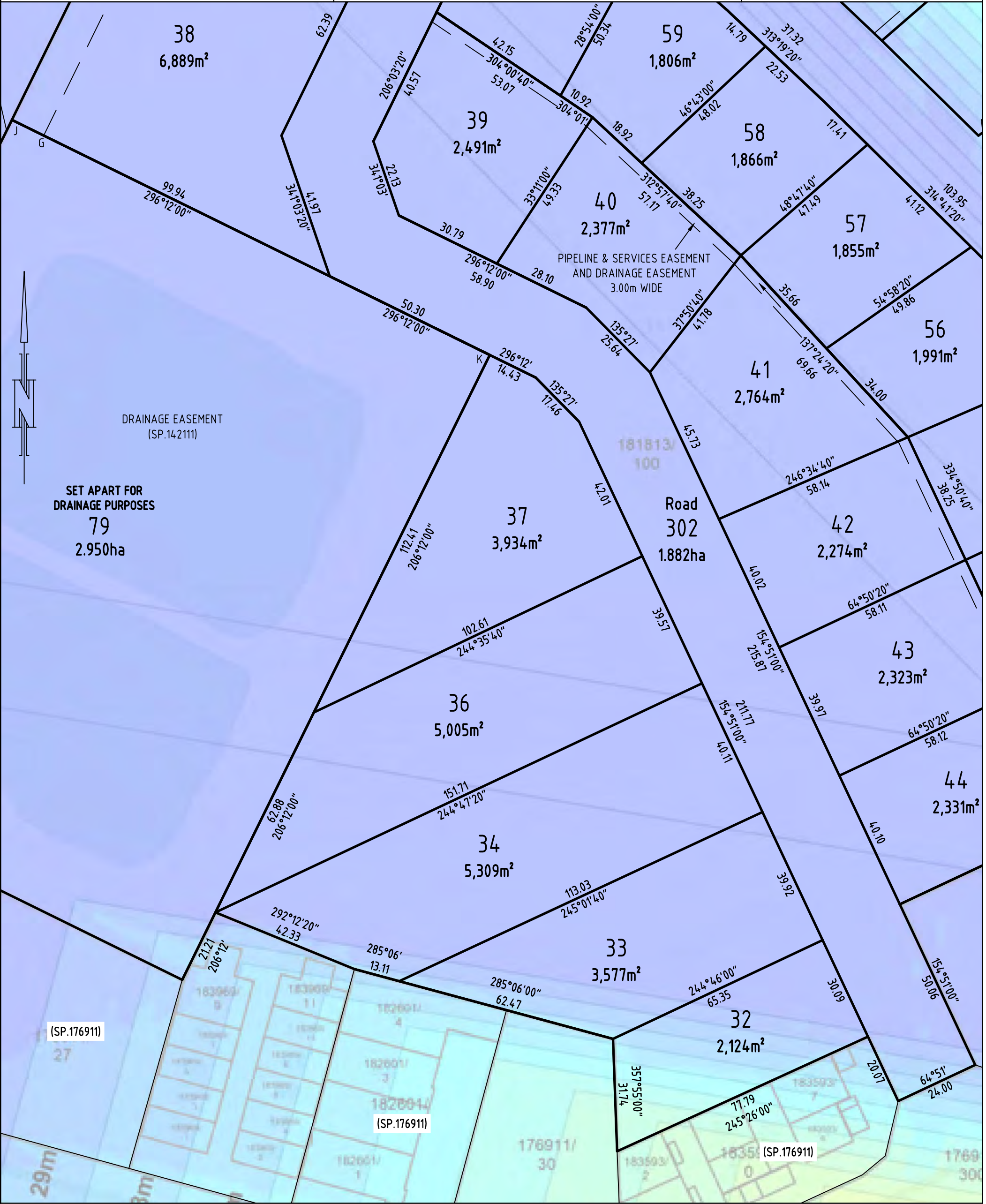
Registered Land Surveyor

.....
Date

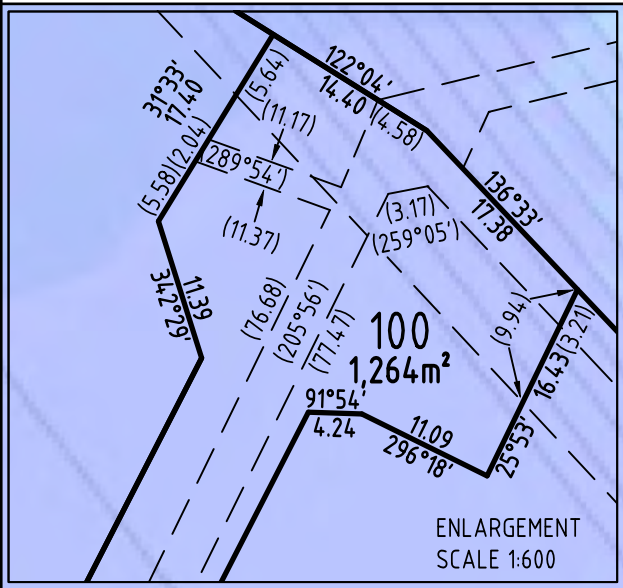
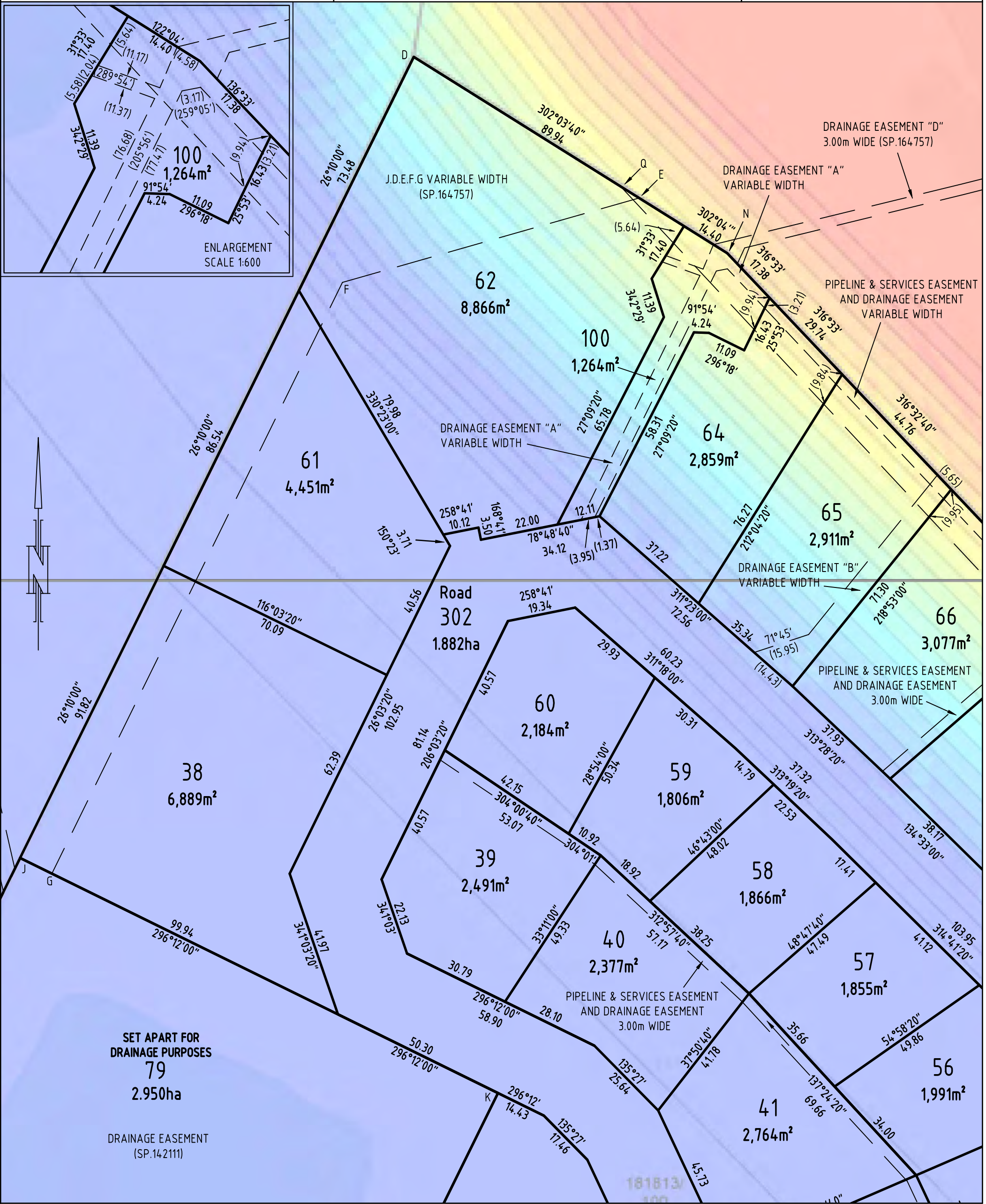
Recorder of Titles



PLAN OF SURVEY ANNEXURE SHEET SHEET 2 OF 3 SHEETS	OWNER: AIRPORT INDUSTRIAL PTY LTD	Registered Number
	FOLIO REFERENCE: C.T.181813/100	
	SCALE 1: 1000LENGTH IN METRES	
SIGNED FOR IDENTIFICATION PURPOSES	THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN.	APPROVED EFFECTIVE FROM
..... Council Delegate Registered Land Surveyor Recorder of Titles



PLAN OF SURVEY ANNEXURE SHEET SHEET 3 OF 3 SHEETS	OWNER: AIRPORT INDUSTRIAL PTY LTD	Registered Number
	FOLIO REFERENCE: C.T.181813/100	
SIGNED FOR IDENTIFICATION PURPOSES	SCALE 1: 1000	LENGTH IN METRES
	THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN.	APPROVED EFFECTIVE FROM
..... Council Delegate Registered Land Surveyor Recorder of Titles
..... Date Date	



PLAN OF SURVEY ANNEXURE SHEET SHEET 1 OF 1 SHEETS	OWNER: AIRPORT INDUSTRIAL PTY LTD	Registered Number
	FOLIO REFERENCE: C.T.176911/100	
	SCALE 1:1000	LENGTH IN METRES
SIGNED FOR IDENTIFICATION PURPOSES	THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN.	APPROVED EFFECTIVE FROM
..... Council Delegate Registered Land Surveyor Recorder of Titles
..... Date Date	



**Attachment 2
Certificates of Title**

SEARCH OF TORRENS TITLE

VOLUME 182993	FOLIO 1
EDITION 2	DATE OF ISSUE 03-Oct-2022

SEARCH DATE : 16-Nov-2023

SEARCH TIME : 06.32 AM

DESCRIPTION OF LAND

City of CLARENCE

Lot 1 on Sealed Plan 182993

Derivation : Part of 1654 Acres Gtd. to Robert Pitcairn and
Thomas Young

Prior CT 176911/48

SCHEDULE 1M850103 & M986702 TRANSFER to RA BROOKS PROPERTY INVESTMENTS
PTY LTD Registered 03-Oct-2022 at noonSCHEDULE 2

Reservations and conditions in the Crown Grant if any

SP182993 EASEMENTS in Schedule of Easements

SP182993 COVENANTS in Schedule of Easements

SP182993 FENCING PROVISION in Schedule of Easements

SP164757 & SP176911 COVENANTS in Schedule of Easements

SP164757 & SP176911 FENCING PROVISION in Schedule of Easements

C686912 AGREEMENT pursuant to Section 71 of the Land Use

Planning and Approvals Act 1993 Registered

02-Dec-2005 at noon

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

<p>OWNER BROADREACH HOLDINGS PTY LTD & RA BROOKS PROPERTY INVESTMENTS PTY LTD</p> <p>FOLIO REFERENCE C.T.176911/48</p> <p>GRANTEE PART OF 1654 ACRES GTD TO ROBERT PITCAIRN AND THOMAS YOUNG</p>	<p>PLAN OF SURVEY</p> <p>BY SURVEYOR ANDREW STEPHEN BIRCH ROGERSON AND BIRCH SURVEYORS UNIT 1 - 2 KENNEDY DRIVE, CAMBRIDGE PARK PH 6248-5898 MOB. 0419-594-966</p> <p>CITY OF CLARENCE</p> <p>SCALE 1: 500 LENGTHS IN METRES</p>	<p>REGISTERED NUMBER SP182993</p> <p>APPROVED EFFECTIVE FROM 19 JUL 2022</p> <p><i>Re...</i> Recorder of Titles</p>
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ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN

[Signature]
Registered Land Surveyor

24-3-2022
Date

[Signature]
Council Delegate

15.06.2022
Date

<p align="center">SCHEDULE OF EASEMENTS</p> <p>NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.</p>	<p align="center">Registered Number</p> <p align="center">SP 182993</p>
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PAGE 1 OF 8 PAGE S

EASEMENTS AND PROFITS

Each lot on the plan is together with:

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as may be necessary to drain the stormwater and other surplus water from such lot; and
- (2) any easements or profits a prendre described hereunder.

Each lot on the plan is subject to:




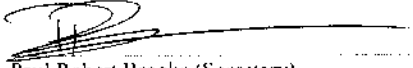
- (1) such rights of drainage over the drainage easements shown on the plan (if any) as passing through such lot as may be necessary to drain the stormwater and other surplus water from any other lot on the plan; and
- (2) any easements or profits a prendre described hereunder.

The direction of the flow of water through the drainage easements shown on the plan is indicated by arrows.

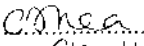
EASEMENTS

Lot 2 ("the Lot") is subject to a PIPELINE AND SERVICES EASEMENT (as defined in SP176911) in gross in favour of the Tasmanian Water & Sewerage Corporation Pty Ltd, its successors and assigns ("TasWater") over the land marked PIPELINE & SERVICES EASEMENT 2.50 WIDE (SP.176911) shown on the Plan ("the Easement Land").

Lots 1 and 2 on the Plan are subject to a PIPELINE AND SERVICES EASEMENT (as defined) in gross in favour of Tasmanian Water & Sewerage Corporation Pty Ltd, its successors and assigns ("TasWater") over the land marked PIPELINE AND SERVICES EASEMENT & DRAINAGE EASEMENT 'A' 3.00 WIDE shown on the Plan (the Easement Land).

 Ronald Allen Carthew (Director) Broadreach Holdings Pty Ltd	 Ronald Aulben Brooks (Director and Secretary) RA Brooks Property Investments Pty Ltd
 Jo Anne Statham (Director and Secretary) Broadreach Holdings Pty Ltd	 Paul Robert Brooks (Secretary) RA Brooks Property Investments Pty Ltd

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: Broadreach Holdings Pty Ltd and RA Brooks Property Investments Pty Ltd FOLIO REF: 176911/48 SOLICITOR & REFERENCE: Page Seager (DZY220074)	PLAN SEALED BY: Clarence City Council DATE: 15 June 2022 DELEGATED: 2020/  REF NO. 013518 Council Delegate
<p>NOTE: The Council Delegate must sign the Certificate for the purposes of identification.</p>	

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 2 OF 8 PAGES	Registered Number SP182993
SUBDIVIDER: Broadreach Holdings Pty Ltd and RA Brooks Property Investments Pty Ltd FOLIO REFERENCE: 17691148	

Lots 1 and 2 on the Plan are subject to a Drainage Easement (as defined) in gross in favour Clarence City Council over the land marked PIPELINE AND SERVICES EASEMENT & DRAINAGE EASEMENT 'A' 3.00 WIDE shown on the Plan (the Easement Land).

Lot 1 on the Plan is subject to an Electricity Service Easement (as defined) in favour of Lot 2 over the land marked ~~PRIVATE~~ SERVICE EASEMENT 2.00 WIDE shown on the Plan.

Lot 2 on the Plan is together with an Electricity Service Easement (as defined) over the land marked ~~PRIVATE~~ SERVICE EASEMENT 2.00 WIDE shown on the Plan.


FENCING PROVISION


In respect of the Lots shown on the Plan, the Vendor (Broadreach Holdings Pty Ltd and RA Brooks Property Investments Pty Ltd) shall not be required to fence.


COVENANTS

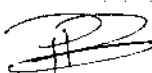
The owners of each lot on the Plan covenant with the Vendor (Broadreach Holdings Pty Ltd and RA Brooks Property Investments Pty Ltd) and the owners for the time being of every other lot shown on the Plan to the intent that the burden of these covenants may run with and bind the covenantors' lot and every part thereof and that the benefit thereof may be annexed to and devolve with each and every part of every other lot shown on the Plan to observe the following stipulations:-

1. Not to develop any such lot for any use which is inconsistent with airport activity and which results in the attraction of birds or vermin.


Ronald Allen Carthew (Director)
Broadreach Holdings Pty Ltd


Jo Anne Statham (Director and Secretary)
Broadreach Holdings Pty Ltd


Ronald Aulben Brooks (Director and Secretary)
RA Brooks Property Investments Pty Ltd


Paul Robert Brooks (Secretary)
RA Brooks Property Investments Pty Ltd

NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 3 OF 8 PAGES	Registered Number SP182993
SUBDIVIDER: Broadreach Holdings Pty Ltd and RA Brooks Property Investments Pty Ltd	
FOLIO REFERENCE: 176911/48	

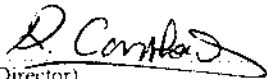
2. Not to permit the external surfaces of any building or structure to be finished with external materials other than non glare external colours and finishes.
3. Not to permit any external lighting for any development of any of the lots unless it is shielded to prevent upward illuminations.

DEFINITIONS

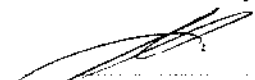
"Drainage Easement" means a right of drainage (including the right of construction of drains) for Clarence City Council with which the right shall be capable of enjoyment for the purpose of carrying away stormwater and other surplus water from any land over or under the land herein indicated as the land over which the right is to subsist, and through all sewers and drains which may hereafter be made or passing under, through, and along the last-mentioned land and the right for Clarence City Council and its employees, agents and contractors from time to time and at all times hereafter if it or they should think fit to enter into and upon the last-mentioned land and to inspect, repair, cleanse, and amend any such sewer or drain without doing unnecessary damage to the said land.

"Electricity Service Easement" means the full free right and liberty for the owners from time to time of the land contained in Lot 2 on the Plan, their successors and their employees, agents, and contractors (the Dominant Tenement) at all times to:

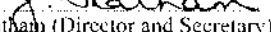
- (a) clear the land shown as PRIVATE SERVICE EASEMENT 2.00 WIDE on the Plan contained in Lot 1 on the Plan (the Servient Land) and to erect, construct, place, inspect, alter, add, repair, renew, maintain, and use in upon over and along and remove from the Servient Land towers, poles, wires, cables, apparatus, appliances, and other ancillary work (all of which are


Ronald Allen Carthew (Director)

Broadreach Holdings Pty Ltd


Ronald Aulben Brooks (Director and Secretary)

RA Brooks Property Investments Pty Ltd


Jo Anne Statham (Director and Secretary)

Broadreach Holdings Pty Ltd


Paul Robert Brooks (Secretary)

RA Brooks Property Investments Pty Ltd

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 4 OF 8 PAGES	Registered Number SP.182993
SUBDIVIDER: Broadreach Holdings Pty Ltd and RA Brooks Property Investments Pty Ltd FOLIO REFERENCE: 176911-48	

hereinafter collectively referred to as "the said lines") for the transmission and distribution of electrical energy and for purposes incidental thereto:-

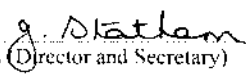
- (b) cause or permit electrical energy to flow or be transmitted through and along the said lines;
- (c) cut away remove and keep clear of the said lines all trees and all other obstructions or erections of any nature whatsoever which may at any time overhang encroach or be in or on the Servient Land and which may in any way endanger or interfere with the proper operation of the said lines; and making good all damage occasioned thereby;
- (d) enter into and upon the Servient Land and if necessary to cross the remainder of the Servient Land for the purpose of access and regress to and from the Servient Land for all or any of the above purposes with or without all necessary plant equipment machinery and vehicles of every kind and making good all damage occasioned thereby.


"Pipeline and Services Easement" is defined as follows:-

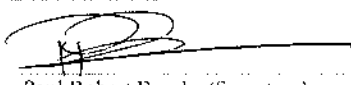
FIRSTLY, THE FULL AND FREE RIGHT AND LIBERTY for TasWater and its employees, contractors, agents and all other persons duly authorised by it, at all times to:

- (1) enter and remain upon the Easement Land with or without machinery, vehicles, plant and equipment;
- (2) investigate, take soil, rock and other samples, survey, open and break up and excavate the Easement Land for any purpose or activity that TasWater is authorised to do or undertake;


Ronald Allen Carthew (Director)
Broadreach Holdings Pty Ltd


Jo Anne Statham (Director and Secretary)
Broadreach Holdings Pty Ltd


Ronald Aulben Brooks (Director and Secretary)
RA Brooks Property Investments Pty Ltd


Paul Robert Brooks (Secretary)
RA Brooks Property Investments Pty Ltd


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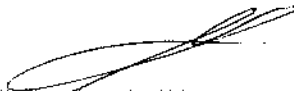
ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 5 OF 8 PAGES	Registered Number SP 182993
SUBDIVIDER: Broadreach Holdings Pty Ltd and RA Brooks Property Investments Pty Ltd FOLIO REFERENCE: 176911:48	

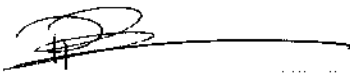
- (3) install, retain, operate, modify, relocate, maintain, inspect, cleanse, repair, remove and replace the Infrastructure;
- (4) run and pass sewage, water and electricity through and along the Infrastructure;
- (5) do all works reasonably required in connection with such activities or as may be authorised or required by any law:
 - (a) without doing unnecessary damage to the Easement Land; and
 - (b) leaving the Easement Land in a clean and tidy condition;
- (6) if the Easement Land is not directly accessible from a highway, then for the purpose of undertaking any of the preceding activities TasWater may with or without employees, contractors, agents and any other persons authorised by it, and with or without machinery, vehicles, plant and equipment enter the Lot from the highway at any vehicle entry and cross the Lot to the Easement Land; and
- (7) use the Easement Land as a right of carriageway for the purpose of undertaking any of the preceding purposes on other land, TasWater reinstating any damage that it causes in doing so to any boundary fence of the Lot.

SECONDLY, the benefit of a covenant in gross for TasWater with the registered proprietor/s of the Easement Land and their successors and assigns not to erect any building, or place any structures, objects, vegetation, or remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land, without the prior written consent of TasWater to the intent that the burden of the covenant may run with and bind the servient land and every part thereof and that the benefit thereof may be annexed to the easement herein described.


Ronald Allen Carthew (Director)
Broadreach Holdings Pty Ltd


Jo Anne Statham (Director and Secretary)
Broadreach Holdings Pty Ltd


Ronald Aulben Brooks (Director and Secretary)
RA Brooks Property Investments Pty Ltd


Paul Robert Brooks (Secretary)
RA Brooks Property Investments Pty Ltd

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 6 OF 8 PAGES	Registered Number SP.182993
SUBDIVIDER: Broadreach Holdings Pty Ltd and RA Brooks Property Investments Pty Ltd FOLIO REFERENCE: 17691148	


Interpretation:

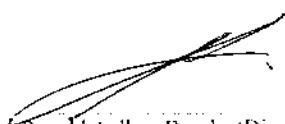
“**Infrastructure**” means infrastructure owned or for which TasWater is responsible and includes but is not limited to:

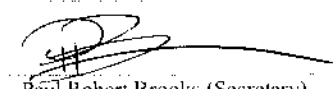
- (a) sewer pipes and water pipes and associated valves;
- (b) telemetry and monitoring devices;
- (c) inspection and access pits;
- (d) electricity assets and other conducting media (excluding telemetry and monitoring devices);
- (e) markers or signs indicating the location of the Easement Land or any other Infrastructure or any warnings or restrictions with respect to the Easement Land or any other Infrastructure;
- (f) anything reasonably required to support, protect or cover any other Infrastructure;
- (g) any other infrastructure whether of a similar nature or not to the preceding which is reasonably required for the piping of sewage or water, or the running of electricity, through the Easement Land or monitoring or managing that activity; and
- (h) where the context permits, any part of the Infrastructure.

“**TasWater**” means Tasmanian Water & Sewerage Corporation Pty Ltd (ACN 162 220 653), its successors and assigns.


Ronald Allen Carthew (Director)
Broadreach Holdings Pty Ltd


Jo Anne Statham (Director and Secretary)
Broadreach Holdings Pty Ltd



Ronald Aulben Brooks (Director and Secretary)
RA Brooks Property Investments Pty Ltd


Paul Robert Brooks (Secretary)
RA Brooks Property Investments Pty Ltd

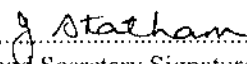
NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 7 OF 8 PAGES	Registered Number SP 182993
SUBDIVIDER: Broadreach Holdings Pty Ltd and RA Brooks Property Investments Pty Ltd FOLIO REFERENCE: 176911/48	

EXECUTED by **BROADREACH HOLDINGS PTY**)
LTD (ACN 055 649 306), as registered proprietor of the)
land comprised in Folio of the Register Volume 176911)
Folio 48 pursuant to section 127 of the Corporations Act)
2001 by:)



Director Signature

RONALD ALLEN CARTHEW
Director Full Name (print)

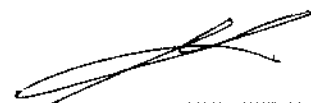

Director and Secretary Signature

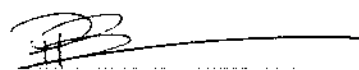
JO ANNE STATHAM
Director and Secretary Full Name (print)

(*please strike out inapplicable 'if Sole Director/Secretary write 'Sole')


Ronald Allen Carthew (Director)
Broadreach Holdings Pty Ltd


Jo Anne Statham (Director and Secretary)
Broadreach Holdings Pty Ltd


Ronald Aulben Brooks (Director and Secretary)
RA Brooks Property Investments Pty Ltd


Paul Robert Brooks (Secretary)
RA Brooks Property Investments Pty Ltd

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 8 OF 8 PAGES	Registered Number SP 182993
SUBDIVIDER: Broadreach Holdings Pty Ltd and RA Brooks Property Investments Pty Ltd FOLIO REFERENCE: 176911-48	

EXECUTED by RA BROOKS PROPERTY)
INVESTMENTS PTY LTD (ACN 617 306 082), as)
registered proprietor of the land comprised in Folio of the)
Register Volume 176911 Folio 48 pursuant to section 127)
of the Corporations Act 2001 by:)

Director and Secretary Signature

RONALD AULBEN BROOKS

Director and Secretary Full Name (print)

Secretary Signature

PAUL ROBERT BROOKS

Secretary Full Name (print)

(Please strike out inapplicable. If Sole Director/Secretary write 'Sole')

R. Carthew
Ronald Allen Carthew (Director)

Broadreach Holdings Pty Ltd

Ronald Aulben Brooks
Ronald Aulben Brooks (Director and Secretary)

RA Brooks Property Investments Pty Ltd

Jo Anne Statham
Jo Anne Statham (Director and Secretary)

Broadreach Holdings Pty Ltd

Paul Robert Brooks
Paul Robert Brooks (Secretary)

RA Brooks Property Investments Pty Ltd

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SEARCH OF TORRENS TITLE

VOLUME 185543	FOLIO 70
EDITION 1	DATE OF ISSUE 06-Sep-2023

SEARCH DATE : 16-Nov-2023

SEARCH TIME : 06.31 AM

DESCRIPTION OF LAND

City of CLARENCE

Lot 70 on Sealed Plan 185543

Derivation : Part of 1654 Acres Gtd. to Robert Pitcairn and
Thomas Young

Prior CT 181813/100

SCHEDULE 1D75225 TRANSFER to AIRPORT INDUSTRIAL PTY LTD Registered
20-Feb-2013 at noonSCHEDULE 2

Reservations and conditions in the Crown Grant if any

SP185543 EASEMENTS in Schedule of Easements

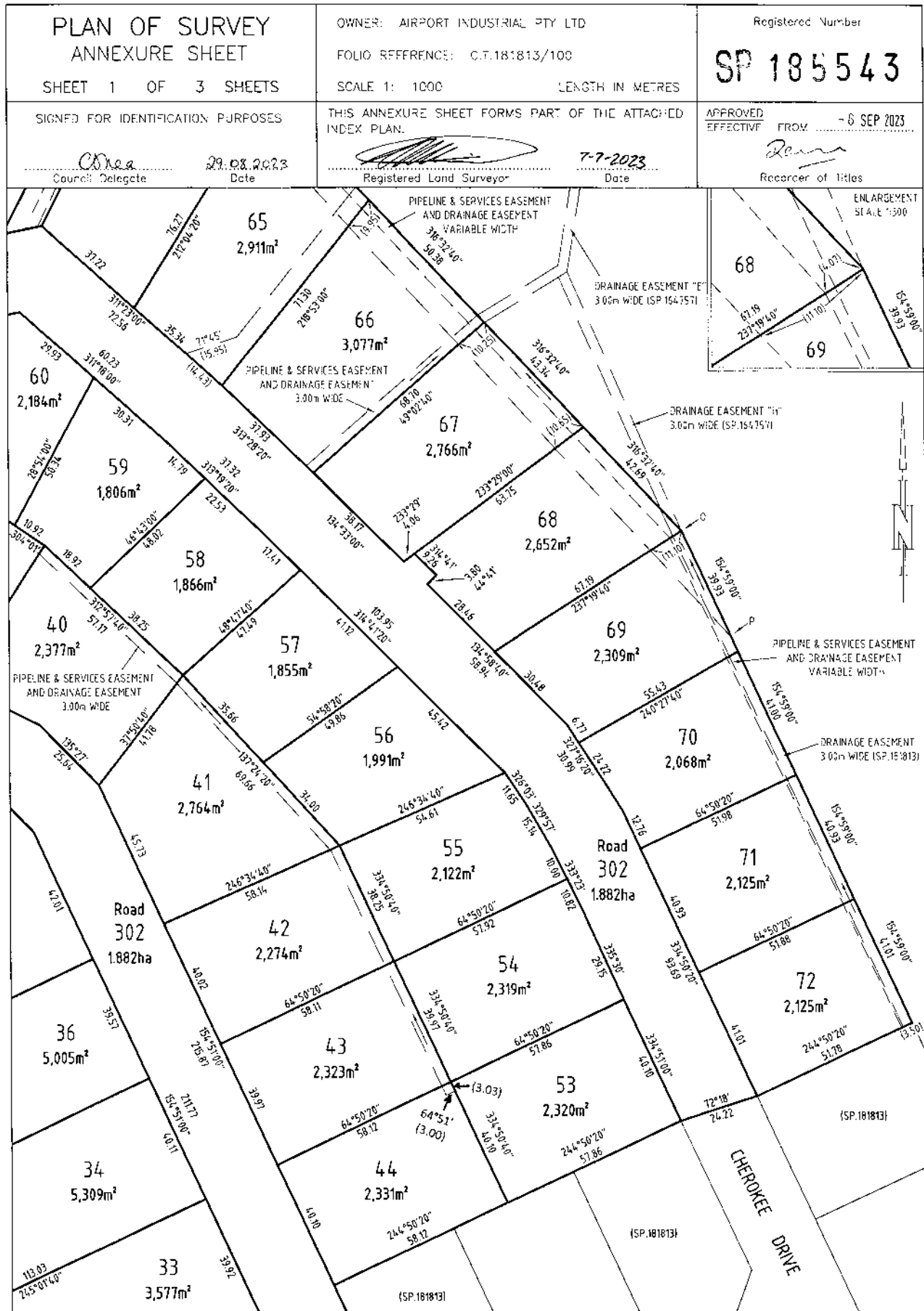
SP185543 COVENANTS in Schedule of Easements

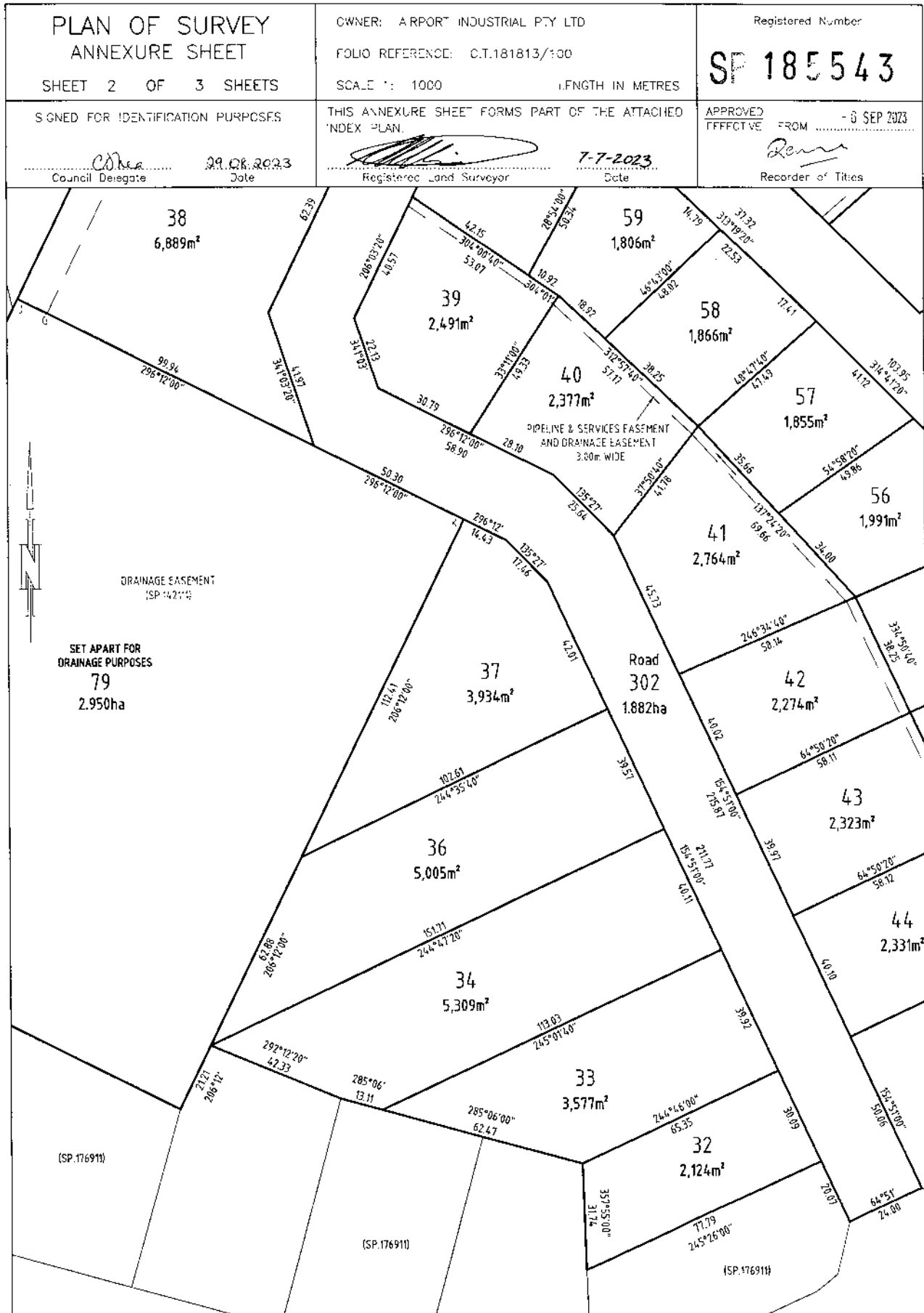
SP185543 FENCING PROVISION in Schedule of Easements

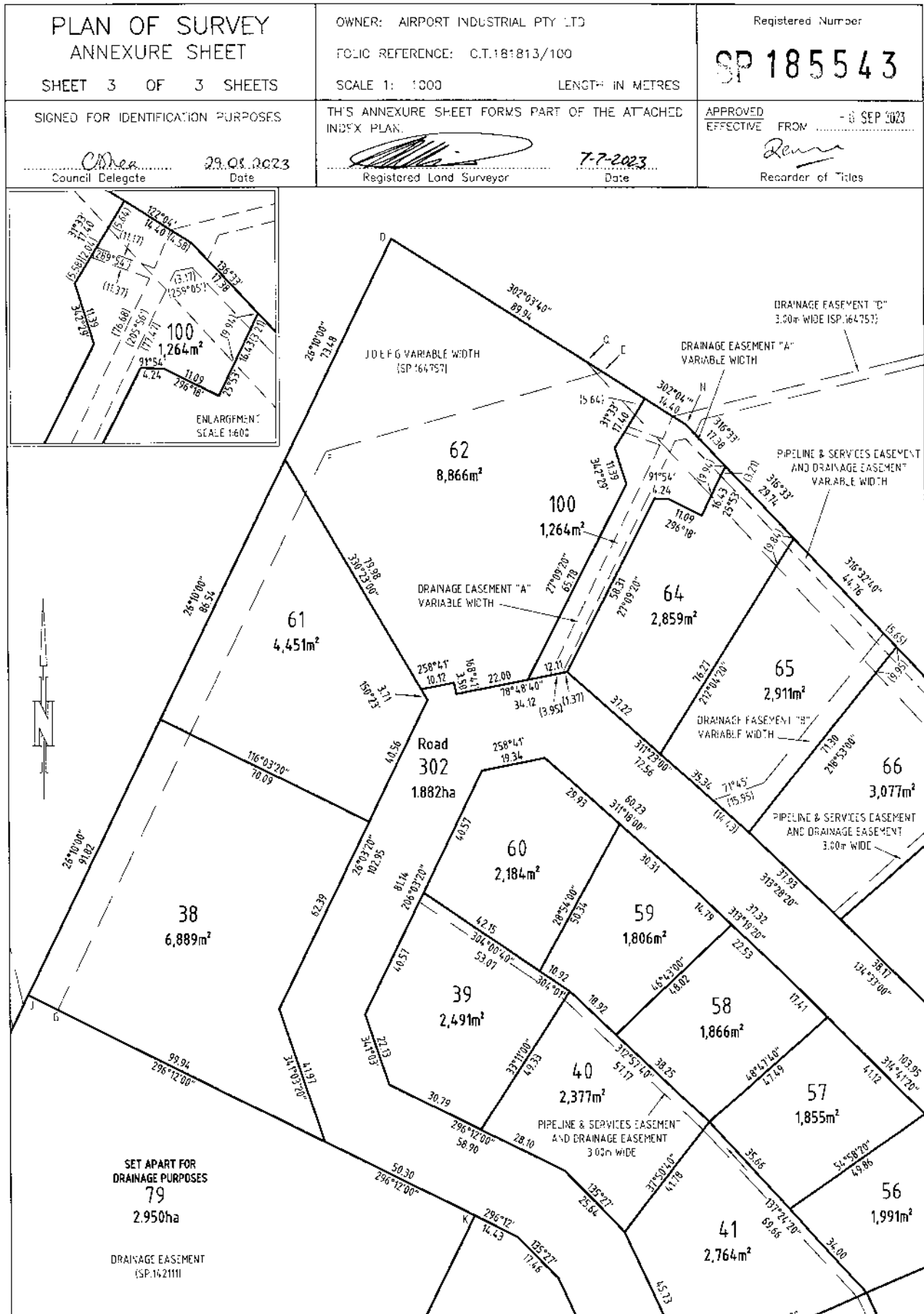
SP164757, SP176911 & SP181813 COVENANTS in Schedule of
EasementsSP164757, SP176911 & SP181813 FENCING PROVISION in Schedule of
EasementsC686912 AGREEMENT pursuant to Section 71 of the Land Use
Planning and Approvals Act 1993 Registered
02-Dec-2005 at noonE140424 MORTGAGE to Butler McIntyre Investments Ltd
Registered 20-Jun-2018 at noonM975870 MORTGAGE to Butler McIntyre Investments Ltd
Registered 18-Nov-2022 at noonUNREGISTERED DEALINGS AND NOTATIONSN160872 PRIORITY NOTICE reserving priority for 90 days
D/MORTGAGE Butler McIntyre Investments Ltd to Airport
Industrial Pty Ltd (ACN 159 442 234)
D/MORTGAGE Butler McIntyre Investments Ltd to Airport
Industrial Pty Ltd (ACN 159 442 234)
TRANSFER Airport Industrial Pty Ltd (ACN 159 442 234)
to Andrew Gerard Kennedy and Karen Joy Kennedy

MORTGAGE Andrew Gerard Kennedy and Karen Joy Kennedy
to National Australia Bank Limited Lodged by GOODMAN
CONVEYANCING on 22-Sep-2023 BP: N160872

[illegible]







SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP 185543

PAGE 1 OF 6 PAGES

EASEMENTS AND PROFITS

Each lot on the plan is together with:

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as may be necessary to drain the stormwater and other surplus water from such lot; and
- (2) any easements or profits a prendre described hereunder.

Each lot on the plan is subject to:

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as passing through such lot as may be necessary to drain the stormwater and other surplus water from any other lot on the plan; and
- (2) any easements or profits a prendre described hereunder.

The direction of the flow of water through the drainage easements shown on the plan is indicated by arrows.

EASEMENTS

Lots 39 to 44 (inclusive) ("the Lot") are subject to a PIPELINE AND SERVICES EASEMENT (as defined herein) in gross in favour of TasWater over the land marked **PIPELINE & SERVICES EASEMENT AND DRAINAGE EASEMENT 3.00m WIDE** shown on the Plan ("the Easement Land").

Lots 39 to 44 (inclusive) on the Plan are subject to a Drainage Easement (as defined) in gross in favour of the Clarence City Council over the land marked **PIPELINE & SERVICES EASEMENT AND DRAINAGE EASEMENT 3.00m WIDE** on the Plan.

Lots 64 to 72 (inclusive) ("the Lot") are subject to a PIPELINE AND SERVICES EASEMENT (as defined herein) in gross in favour of TasWater over the land marked **PIPELINE & SERVICES EASEMENT AND DRAINAGE EASEMENT VARIABLE WIDTH** shown on the Plan ("the Easement Land").

Lots 64 to 72 (inclusive) on the Plan ("the Lot") are subject to a Drainage Easement (as defined) in gross in favour of the Clarence City Council over the land marked **PIPELINE & SERVICES EASEMENT AND DRAINAGE EASEMENT VARIABLE WIDTH** shown on the Plan ("the Easement Land").

Lot 100 on the Plan is subject to a Drainage Easement (as defined) in gross in favour of the Clarence City Council over the land marked **DRAINAGE EASEMENT "A" VARIABLE WIDTH** on the Plan.

Lot 66 ("the Lot") is subject to a PIPELINE AND SERVICES EASEMENT (as defined herein) in gross in favour of TasWater over the land marked **PIPELINE & SERVICES EASEMENT AND DRAINAGE EASEMENT 3.00m WIDE** shown on the Plan ("the Easement Land").

Lot 66 on the Plan is subject to a Drainage Easement (as defined) in gross in favour of the Clarence City Council over the land marked **PIPELINE & SERVICES EASEMENT AND DRAINAGE EASEMENT 3.00m WIDE** on the Plan.

Lot 65 on the Plan is subject to a Drainage Easement (as defined) in gross in favour of the Clarence City Council over the land marked **DRAINAGE EASEMENT "B" VARIABLE WIDTH** on the Plan.

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: Airport Industrial Pty Ltd	PLAN SEALED BY: Clarence City Council
FOLIO REF: CT 181813-100	DATE: 29 th August 2023
SOLICITOR & REFERENCE: Page Seager (DAS 120166)	REF NO. SD-2008/95
	Council Delegate <i>Clare Shea</i>

NOTE: The Council Delegate must sign the Certificate for the purposes of identification.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 2 OF 6 PAGES	Registered Number SP 185543
SUBDIVIDER: Airport Industrial Pty Ltd FOLIO REFERENCE: CT 181813-100	

Lots 68 to 72 (inclusive) on the Plan are subject to a Drainage Easement (as defined) in gross in favour of the Clarence City Council over the land marked **DRAINAGE EASEMENT 3.00m WIDE (SP.181813)** on the Plan.

Each lot on the Plan is together with the right to construct and maintain upon the piece of land marked Right of Drainage on P159487 a drain for the purpose of draining storm and surface water from the said lots and also the right at all times hereafter to enter into and upon the said land for the purpose of cleansing and repairing the said drain and as shown on the Plan as **RIGHT OF DRAINAGE (106/33 NS.)**.

Each lot on the Plan is together with a right of drainage over the land marked **DRAINAGE EASEMENT 'D' 3.00 WIDE (SP.164757)** on the Plan.

Each lot on the Plan is together with a right of drainage over the land marked **DRAINAGE EASEMENT 'E' 3.00 WIDE (SP.164757)** on the Plan.

Each lot on the Plan is together with a right of drainage over the land marked **DRAINAGE EASEMENT 'H' 3.00 WIDE (SP.164757)** on the Plan.

Each lot on the Plan is together with a right of drainage over the land marked **DRAINAGE EASEMENT VARIABLE WIDTH "L" (SP.164757)** on the Plan.

Each lot on the Plan is together with a right of drainage over the **DRAINAGE EASEMENT (SP.164757)** "VWXYZ" on the Plan.


Lot 79 on the Plan is subject to a right of drainage appurtenant to Lot 2 on Sealed Plan 142111 over the land marked **DRAINAGE EASEMENT (SP.142111) "JKLM"** on the Plan.


COVENANTS

The owners of each lot on the Plan covenant with the Vendor (Airport Industrial Pty Ltd (ACN 159 442 234)) and the owners for the time being of every other lot shown on the Plan to the intent that the burden of this covenant may run with and bind the covenantors' lot and every part thereof and that the benefit thereof may be annexed to and devolve with each and every part of every other lot shown on the Plan to observe the following stipulations:-

- 1) Not to develop any such lot for any use which is inconsistent with airport activity and which results in the attraction of birds or vermin.
- 2) Not to permit the external surfaces of any building or structure to be finished with external materials other than non-glare external colours and finishes.
- 3) Not to permit any external lighting for any development on any of the lots unless it is shielded to prevent upward illuminations,

The owners of lots 62, 64, 65, 66, 67, 68, 69 and 100 on the Plan covenant with the Vendor (Airport Industrial Pty Ltd (ACN 159 442 234)) and the owners for the time being of every other lot shown on the Plan to the intent that the


Director


Director/Secretary

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07

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 3 OF 6 PAGES	Registered Number SP 185543
SUBDIVIDER: Airport Industrial Pty Ltd FOLIO REFERENCE: CT 181813-100	

burden of this covenant may run with and bind the covenantors' lot and every part thereof and that the benefit thereof may be annexed to and devolve with each and every part of every other lot shown on the Plan to observe the following stipulations:-

- 1) Not to erect or cause to ~~the~~^{be} erected or place any building or structure which exceeds a height of 8 metres above natural ground level within the area marked "NOPQ" on the Plan.

The owners of lots 38, 61 and 62 on the Plan covenant with the Vendor (Airport Industrial Pty Ltd (ACN 159 442 234)) and the owners for the time being of every other lot shown on the Plan to the intent that the burden of this covenant may run with and bind the covenantors' lot and every part thereof and that the benefit thereof may be annexed to and devolve with each and every part of every other lot shown on the Plan to observe the following stipulations:-

- 1) Not to develop any part of their lot within the area marked "J.D.E.F.G VARIABLE WIDTH (SP.164757)" on the Plan other than by way of driveway and services access and landscaping.

FENCING PROVISION

In respect of the Lots shown on the plan the Vendor (Airport Industrial Pty Ltd (ACN 159 442 234)) shall not be required to fence.

DEFINITIONS



In this Schedule of Easements, the following terms have the meanings ascribed to them below:

Drainage Easement means a right of drainage (including the right of construction of drains) for Clarence City Council with which the right shall be capable of enjoyment for the purpose of carrying away stormwater and other surplus water from any land over or under the land herein indicated as the land over which the right is to subsist, and through all sewers and drains which may hereafter be made or passing under, through, and along the last-mentioned land and the right for Clarence City Council and its employees, agents and contractors from time to time and at all times hereafter if it or they should think fit to enter into and upon the last-mentioned land and to inspect, repair, cleanse, and amend any such sewer or drain without doing unnecessary damage to the said land.

"Pipeline and Services Easement" is defined as follows:-

FIRSTLY, THE FULL AND FREE RIGHT AND LIBERTY for TasWater and its employees, contractors, agents and all other persons duly authorised by it, at all times to:

- (1) enter and remain upon the Easement Land with or without machinery, vehicles, plant and equipment;
- (2) investigate, take soil, rock and other samples, survey, open and break up and excavate the Easement Land for any purpose or activity that TasWater is authorised to do or undertake;


Director
Director/Secretary

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CD

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 4 OF 6 PAGES	Registered Number SP 185543
SUBDIVIDER: Airport Industrial Pty Ltd FOLIO REFERENCE: CT 181813-100	


- (3) install, retain, operate, modify, relocate, maintain, inspect, cleanse, repair, remove and replace the Infrastructure;
- (4) run and pass sewage, water and electricity through and along the Infrastructure;
- (5) do all works reasonably required in connection with such activities or as may be authorised or required by any law:
 - (a) without doing unnecessary damage to the Easement Land; and
 - (b) leaving the Easement Land in a clean and tidy condition;
- (6) if the Easement Land is not directly accessible from a highway, then for the purpose of undertaking any of the preceding activities TasWater may with or without employees, contractors, agents and any other persons authorised by it, and with or without machinery, vehicles, plant and equipment enter the Lot from the highway at any vehicle entry and cross the Lot to the Easement Land; and
- (7) use the Easement Land as a right of carriageway for the purpose of undertaking any of the preceding purposes on other land, TasWater reinstating any damage that it causes in doing so to any boundary fence of the Lot.

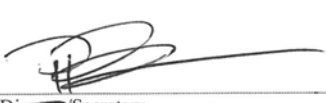
SECONDLY, the benefit of a covenant in gross for TasWater with the registered proprietor/s of the Easement Land and their successors and assigns not to erect any building, or place any structures, objects, vegetation, or remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land, without the prior written consent of TasWater to the intent that the burden of the covenant may run with and bind the servient land and every part thereof and that the benefit thereof may be annexed to the easement herein described.

Interpretation:

"Infrastructure" means infrastructure owned or for which TasWater is responsible and includes but is not limited to:

- (a) sewer pipes and water pipes and associated valves;
- (b) telemetry and monitoring devices;
- (c) inspection and access pits;
- (d) electricity assets and other conducting media (excluding telemetry and monitoring devices);
- (e) markers or signs indicating the location of the Easement Land or any other Infrastructure or any warnings or restrictions with respect to the Easement Land or any other Infrastructure;
- (f) anything reasonably required to support, protect or cover any other Infrastructure;


Director


Director/Secretary


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07

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 5 OF 6 PAGES	Registered Number SP 185543
SUBDIVIDER: Airport Industrial Pty Ltd FOLIO REFERENCE: CT 181813-100	

- (g) any other infrastructure whether of a similar nature or not to the preceding which is reasonably required for the piping of sewage or water, or the running of electricity, through the Easement Land or monitoring or managing that activity; and
- (h) where the context permits, any part of the Infrastructure.

“**TasWater**” means Tasmanian Water & Sewerage Corporation Pty Ltd (ACN 162 220 653), its successors and assigns.



Director

Director/Secretary

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 6 OF 10 PAGES	Registered Number SP 185543
SUBDIVIDER: Airport Industrial Pty Ltd FOLIO REFERENCE: CT 181813-100	

EXECUTED by **AIRPORT INDUSTRIAL PTY LTD**)
(**ACN 159 442 234**) as registered proprietor of the land)
comprised in Folio of the Register Volume 181813)
Folio 100 pursuant to section 127 of the *Corporations Act*)
2001 (Cth) by:)


.....
Director Signature

RONALD AULBEN BROOKS
.....
Director Full Name (print)


.....
Director/Secretary Signature

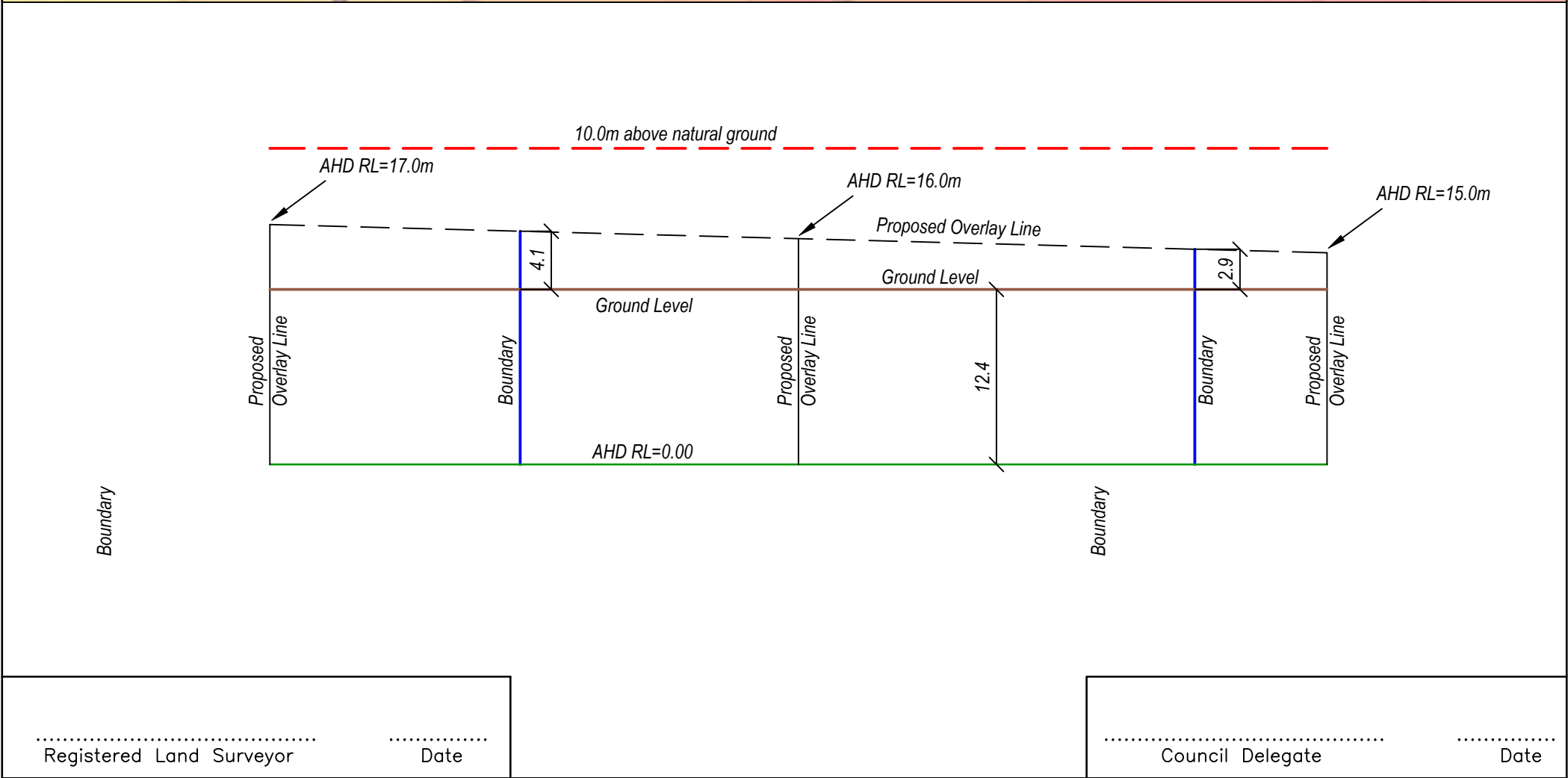
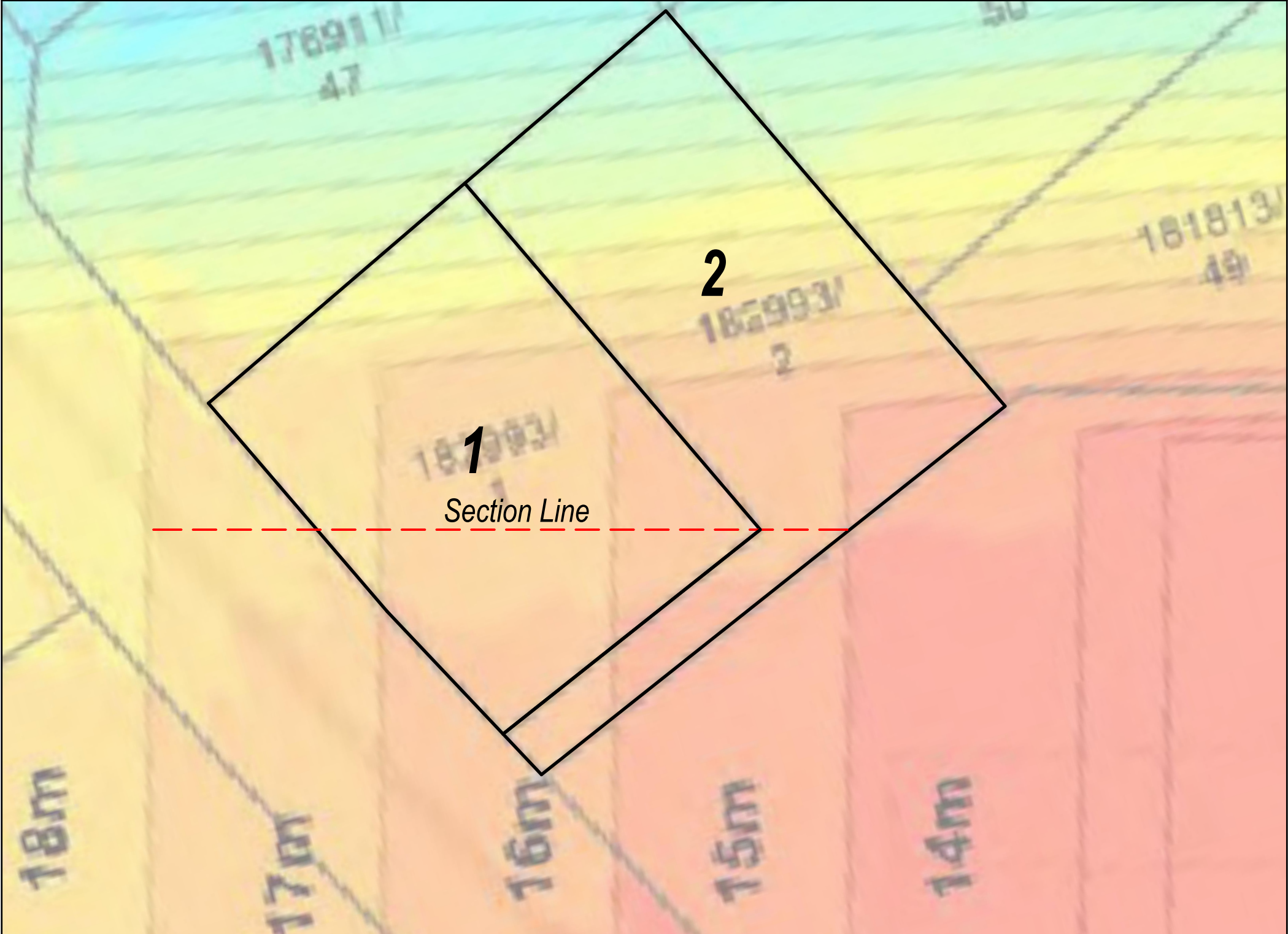
PAUL ROBERT BROOKS
.....
Director/Secretary Full Name (print)

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D

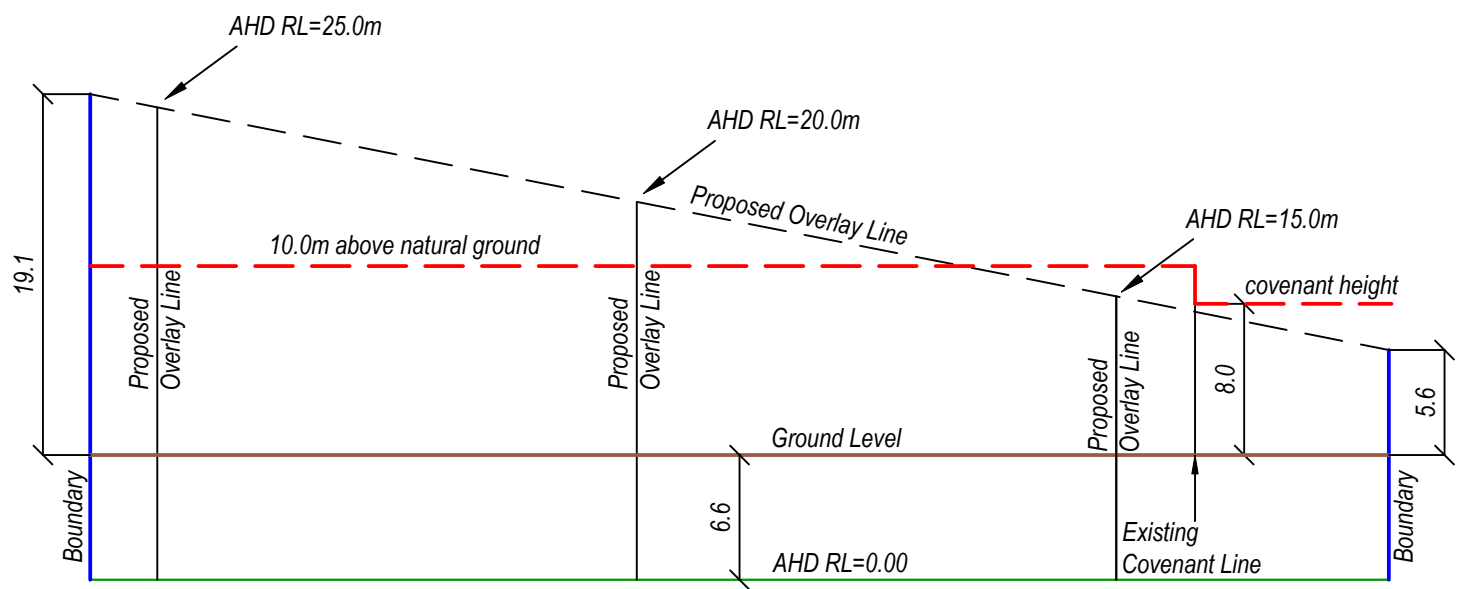
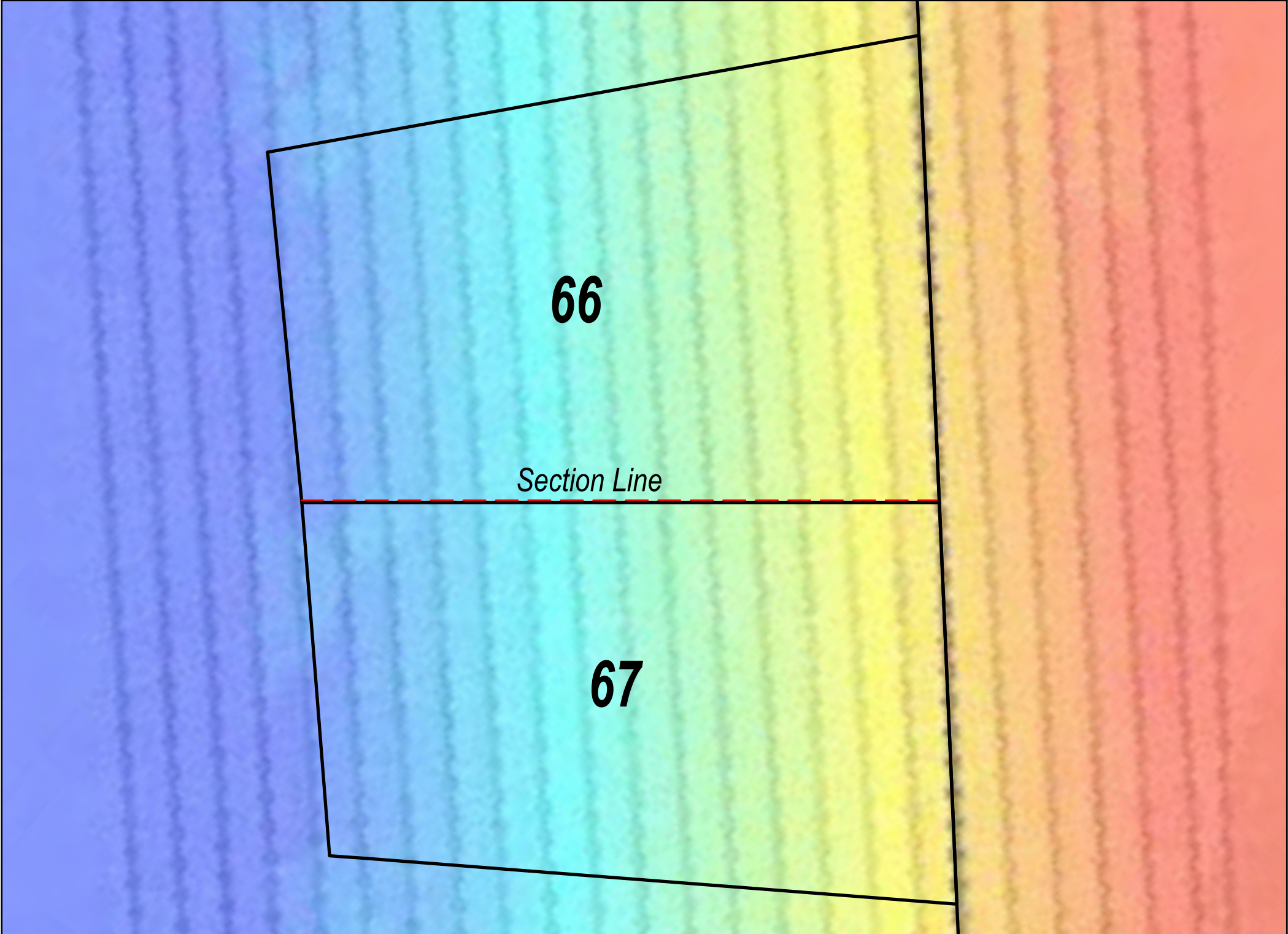
Attachment 3
Rogerson and Birch plans and sections

OWNER AIRPORT INDUSTRIAL PTY LTD	PLAN OF SURVEY ROGERSON AND BIRCH SURVEYORS UNIT 1 – 2 KENNEDY DRIVE, CAMBRIDGE PARK PH 6248–5898 MOB. 0400–114–824 CITY OF CLARENCE	Registered Number
FOLIO REFERENCE various		APPROVED EFFECTIVE FROM
GRANTEE PART OF 1654 ACRES GTD TO ROBERT PITCAIRN AND THOMAS YOUNG	SCALE – NOT TO SCALE LENGTHS IN METRES	Recorder of Titles



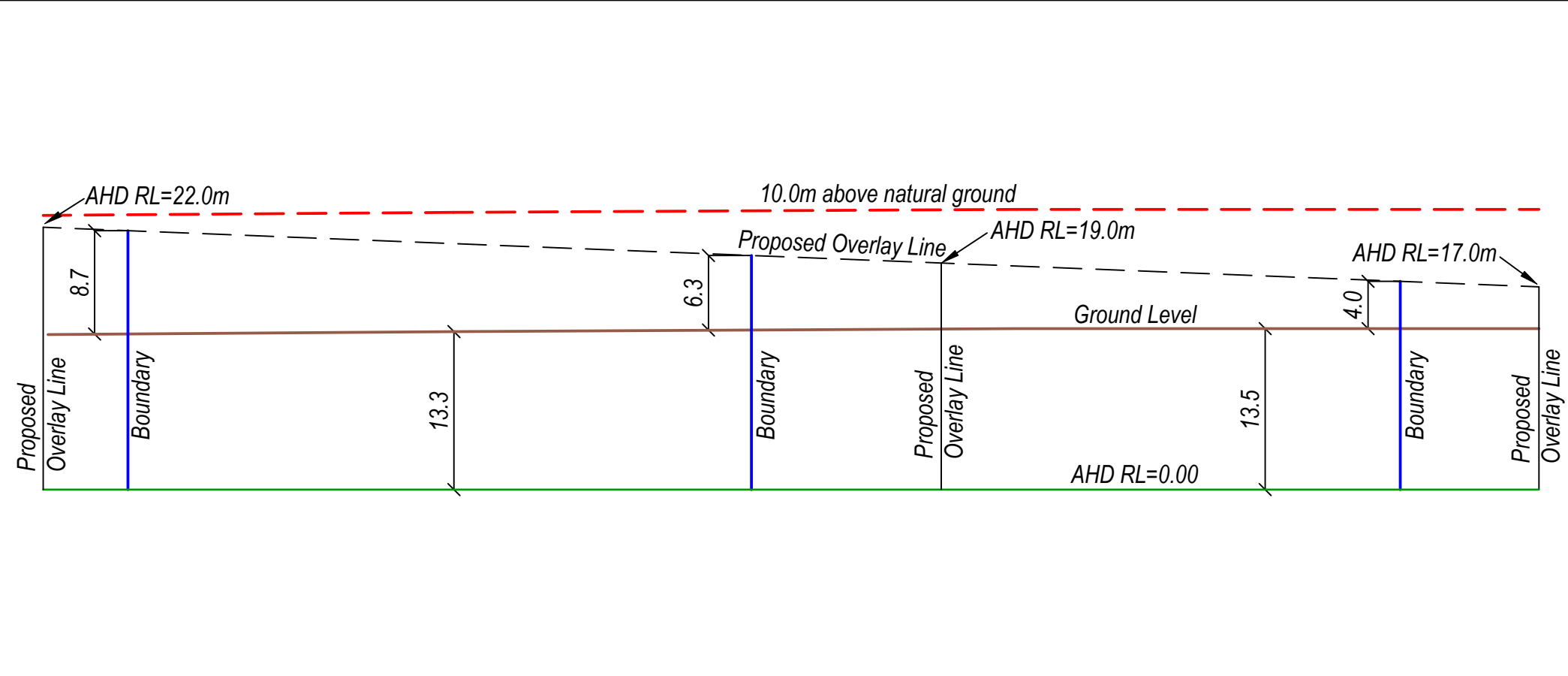
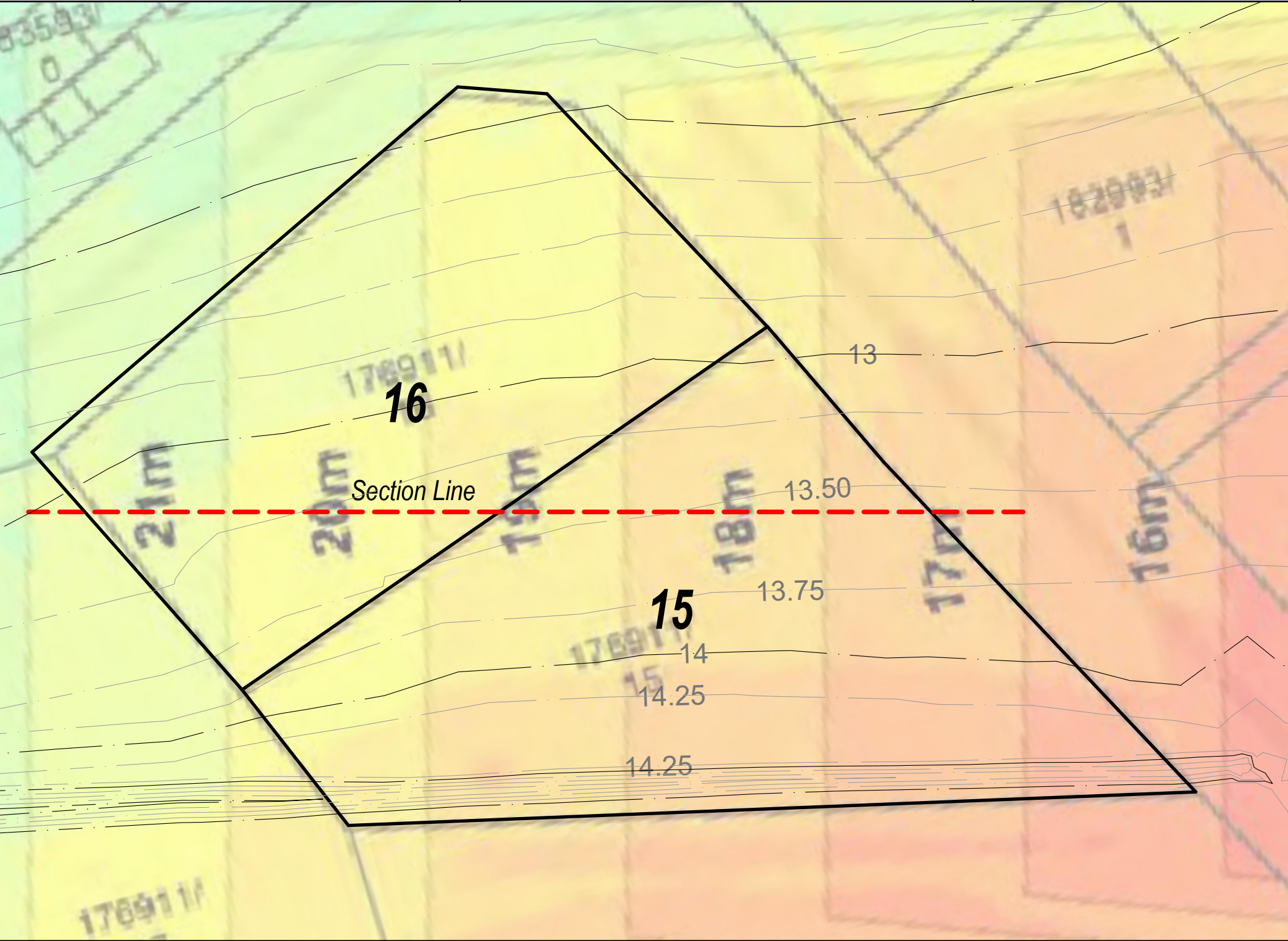
..... Registered Land Surveyor Date Council Delegate Date
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OWNER AIRPORT INDUSTRIAL PTY LTD	PLAN OF SURVEY ROGERSON AND BIRCH SURVEYORS UNIT 1 – 2 KENNEDY DRIVE, CAMBRIDGE PARK PH 6248–5898 MOB. 0400–114–824 CITY OF CLARENCE	Registered Number
FOLIO REFERENCE various		APPROVED EFFECTIVE FROM
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..... Registered Land Surveyor Date Council Delegate Date
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OWNER AIRPORT INDUSTRIAL PTY LTD	PLAN OF SURVEY ROGERSON AND BIRCH SURVEYORS UNIT 1 – 2 KENNEDY DRIVE, CAMBRIDGE PARK PH 6248-5898 MOB. 0400-114-824 CITY OF CLARENCE	Registered Number
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..... Registered Land Surveyor Date Council Delegate Date
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